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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re

ROMI JESSICA KIMELL,

Debtor.

Case No. 15-04479-CL7

Chapter 7

Adversary No. 15-90182-CL

JAMES WELLING.

Plaintiff,

V_a

ROMI JESSICA KIMELL,

Defendant.

Courtroom: 5
Judge: Hon. Christopher B. Latham

Courtroom: 5

Judge: Hon. Christopher B. Latham

Defendant.

Pursuant to that certain settlement reached by and between plaintiff and creditor James Welling (“Welling”), on the one hand, and defendant and debtor Romi Jessica Kimell (“Debtor”; together with Welling, the “Parties”), on the other hand, as reflected in that certain Stipulation for Entry of Judgment of Nondischargeability filed in the above-captioned action (the “Stipulation”); and good cause having been shown by Welling, pursuant to the Stipulation, for entry of this Amended Judgment,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Amended Judgment shall amend, supersede and be deemed effective as of the date of entry of the original Judgment entered pursuant to the Stipulation (the "Judgment Date").

1 2. Judgment is entered in favor of Welling and against the Debtor in the principal
 2 amount of \$600,000.00 (the "Nondischargeable Debt") as of the Judgment Date.

3 3. Pursuant to the Stipulation, the Debtor agrees to the following factual findings (the
 4 "Stipulated Facts") in support of the relief granted herein:

- 5 a. On or about April 27, 2014, the Debtor took at least \$600,000.00 cash (the
 6 "Fund's") from Welling's residence at 5 Chatham Circle, North Andover,
 7 Massachusetts;
- 8 b. The Funds were the property of Welling;
- 9 c. The Debtor had no right to the Funds, nor permission to take the Funds from
 10 Welling or his residence; and
- 11 d. The Debtor took the funds unlawfully, with the intent to deprive Welling of
 12 possession and use of the Funds;

13 4. The Nondischargeable Debt is hereby deemed and shall be nondischargeable by the
 14 Debtor under 11 U.S.C. § 523(a)(4) as a debt for larceny (as that term is used in 11 U.S.C. §
 15 523(a)(4)). The Nondischargeable Debt shall not be discharged by virtue of any discharge entered in
 16 the Debtor's pending Chapter 7 Case or in any subsequent case commenced by or against the Debtor
 17 at any time under Chapter 7, Chapter 11 or Chapter 13, or any other applicable Chapter under title 11
 18 of the United States Code in any jurisdiction.

19 5. The unpaid principal amount of the Nondischargeable Debt shall accrue post-
 20 judgment interest at the applicable Federal judgment rate from the Judgment Date until payment in
 21 full.

22 6. The Debtor waives and shall have no right to seek judicial review of, or otherwise
 23 challenge or contest the validity of, this Amended Judgment.

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7. This Bankruptcy Court shall maintain jurisdiction over the Parties and this action for purposes of enforcing the terms of this Amended Judgment and the Stipulation.

Dated: August 18, 2017

Christopher B. Letham
Judge, United States Bankruptcy Court

AGREED TO FORM AND SUBSTANCE:

Dated: 7/25/17

Romi Jessica Kimball, Debtor/Defendant
Kimball

Dated:

Fanny Cherng
Seneca Law Group
Attorneys for Defendant Romi Jessica Kimmel

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